

1 V. ANDREW CASS  
2 Nevada Bar No. 005246  
3 KRISTIN E. MEREDITH  
4 Nevada Bar No. 11655  
5 LEWIS BRISBOIS BISGAARD & SMITH LLP  
6 6385 S. Rainbow Boulevard, Suite 600  
7 Las Vegas, Nevada 89118  
8 702.893.3383  
9 FAX: 702.893.3789  
10 Attorneys for State Farm Mutual Automobile  
11 Insurance Company ("State Farm")

12  
13 **UNITED STATES DISTRICT COURT**  
14  
15 **DISTRICT OF NEVADA**

16 DEANNE BRUNOLD,  
17 Plaintiff,  
18 vs.  
19 STATE FARM MUTUAL AUTOMOBILE  
20 INSURANCE COMPANY, a Foreign  
21 Corporation; DOES I through 10; ROE  
22 Entities 11 through 20, inclusive, jointly and  
23 severally  
24 Defendants.

CASE NO. 2:13-CV-0001-JCM-VCF

25 **STIPULATED CONFIDENTIALITY  
26 AGREEMENT AND PROTECTIVE  
27 ORDER**

28 It appearing to the Court that the Plaintiff, DEANNE BRUNOLD ("Plaintiff"), Defendant  
1 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ("State Farm"), are in  
2 agreement that State Farm possesses proprietary policies and procedures that include confidential  
3 information that may be subject to discovery in the proceedings in this matter but which should  
4 not be made available to the public generally, this Court hereby orders that:

5 1. This Confidentiality Agreement and Protective Order ("Order") shall govern  
6 certain discovery and document production among the parties, as well as discovery and document  
7 production from third parties, in the above-referenced action.

8 2. For purposes of this Order, the term "Confidential Information" shall refer to: (1)  
9 information which any party or non-party believes in good faith to be a trade secret or confidential  
10 research, development, commercial, or other proprietary business information within the meaning

1 of FRCP 26(c)(1)(G); and (2) documents and/or testimony that may reveal confidential,  
 2 proprietary, personal or commercially sensitive information. Such Confidential Information may  
 3 be contained in any written, printed, recorded, or graphic matter of any kind, and shall retain its  
 4 confidential designation regardless of the medium on which it is produced, reproduced, or stored.  
 5 Such Confidential Information may also be elicited at deposition or through written discovery.

6       3. Whenever any party or non-party desires to designate information contained in a  
 7 document as Confidential Information, the designating party shall mark each page of the document  
 8 with the word "CONFIDENTIAL" and identify such Confidential Information at the time of  
 9 production. Confidential Information may be used in the course of depositions in accordance with  
 10 this Order.

11       4. Transcripts or exhibits from any deposition or hearing shall be temporarily  
 12 designated as "Confidential" and be treated as subject to the terms of this Order. Within forty-five  
 13 (45) days of receipt of such transcripts and exhibits, Counsel will designate the pages of the  
 14 transcripts or exhibits which shall remain designated as "Confidential" and will advise all other  
 15 parties. If no designation is made within forty-five (45) days, the entire transcript and all exhibits  
 16 will be deemed not confidential.

17       5. All documents produced or information disclosed and any other records designated  
 18 as "confidential" by State Farm shall be revealed only to:

- 19           a) Plaintiff;
- 20           b) Plaintiff's counsel of record in this case;
- 21           c) Defendants;
- 22           d) Defendants' counsel of record in this case;
- 23           e) Paralegals and secretarial employees under counsel's direct supervision;
- 24           f) Outside photocopying, translating, document management, and exhibit preparation  
             services engaged by a party for purposes of this litigation;
- 25           g) Persons employed by counsel to act as consultants or experts in this action;
- 26           h) Any other person State Farm agrees in writing may be shown such documents; and
- 27           i) The Court and court personnel, stenographic reporters, and videographers at

1           depositions taken in this action, and any jury empanelled in this action, subject to the  
2           protections of Paragraphs 3, 4, and 9 of this Order;

3           6.       The information considered as "confidential" and disclosed only in accord with the  
4           terms of Paragraph 5 shall include, without limitation, any claims manual, training materials, and  
5           any other information or documentation supplied by State Farm and designated as "Confidential."

6           7.       Documents deemed confidential by State Farm shall be used only for the purposes  
7           of prosecuting or defending this action. Under no circumstances shall information or materials  
8           covered by this Order be disclosed to or discussed with anyone other than the individuals  
9           designated in Paragraph 5,

10          8.       Prior to disclosure of any documents designated as "confidential" to any individual  
11           who is not a signator to this Order, counsel shall require such individual to read this Order and  
12           sign the Agreement which is attached hereto as Exhibit A and provide a copy of the signed  
13           Agreement to counsel for State Farm.

14          9.       Prior to filing any motion wherein information designated as "Confidential" is  
15           referenced or attached, Plaintiff shall comply with LR 10-5(b) and *Kamakana v. City and County*  
16           *of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or provide Counsel for Defendant reasonable time,  
17           but in any event not fewer than 10 judicial days, to file a motion pursuant to LR 10-5(b) and  
18           Kamakana to show particularized good cause or particularized compelling reasons to file those  
19           documents under seal.

20          LR 10-5(b) provides:

21           Unless otherwise permitted by statute, rule or prior Court order,  
22           papers filed with the Court under seal shall be accompanied by a  
23           motion for leave to file those documents under seal, and shall be  
24           filed in accordance with the Court's electronic filing procedures. If  
25           papers are filed under seal pursuant to prior Court order, the papers  
26           shall bear the following notation on the first page, directly under the  
case number: "FILED UNDER SEAL PURSUANT TO COURT  
ORDER DATED \_\_\_\_\_. All papers filed under seal will  
remain sealed until such time as the Court may deny the motion to  
seal or enter an order to unseal them, or the documents are unsealed  
pursuant to Local Rule.

27          Pursuant to *Kamakana* and LR 10-5(b), any documents designated as "Confidential" and  
28           attached to a non-dispositive motion must be accompanied by a motion showing a particularized

1 good cause for leave to file those documents under seal. And, any documents designated as  
2 "Confidential" and attached to a dispositive motion must be accompanied by a motion showing a  
3 particularized compelling reason for leave to file those documents under seal.

4 10. This Order is subject to revocation and modification by Order of the Court upon  
5 written stipulation of the parties, or upon motion and reasonable notice, including opportunity for  
6 hearing and presentation of evidence.

7 11. If any Party believes that it is not bound by this Order respecting documents  
8 designated "Confidential," it shall give notice to counsel for State Farm at least 30 days before the  
9 Party uses or discloses such documents in a manner prohibited by this Order, to enable State Farm  
10 to contest the intended use through a motion to the Court.

11 12. Within 30 days of the final termination of this case, all documents and information  
12 subject to this Order, including any copies or extracts or summaries thereof, or documents  
13 containing information taken therefrom, shall be returned to counsel for State Farm. In the  
14 alternative, within 30 days of the final termination of this case, all such documents, including  
15 copies or extracts or summaries thereof, may be shredded or disposed of in a manner to ensure the  
16 destruction thereof and a declaration certifying such destruction or disposal provided to State  
17 Farm.

18 13. In any action or proceeding to enforce this Order, or pursuant to paragraph 12, the  
19 prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, without  
20 limiting any other relief that may be available.

21 14. This Order shall remain in effect after the conclusion of this case and the Court  
22 shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1       15. This Order may be executed in counterparts, each of which shall constitute one and  
2 the same agreement.

3 DATED this 11 day of April, 2013

4 By:

5 Benjamin P. Cloward, Esq.  
6 Nevada Bar No. 011087  
7 RICHARD HARRIS LAW FIRM  
8 801 South Fourth Street  
9 Las Vegas, NV 89101  
*Attorneys for Plaintiff*

DATED this 15 day of April, 2013

By:

V. Andrew Cass  
Nevada Bar No. 005246  
Kristin E. Meredith, Esq.  
Nevada Bar No. 011655  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
6385 South Rainbow Blvd., Suite 600  
Las Vegas, Nevada 89118  
*Attorneys for Defendant State Farm*

10

11 IT IS SO ORDERED.

*Curtis J. Hunter*

13 UNITED STATES ~~DISTRICT COURT~~ JUDGE  
14 Magistrate

15 Dated: 4-18-13

16

17

18

19

20

21

22

23

24

25

26

27

28

**EXHIBIT A**

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO  
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND  
PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' STIPULATED CONFIDENTIALITY AND PROTECTIVE ORDER in the lawsuit captioned Deanne Brunold v. State Farm Mutual Automobile Ins. Co. (United States District Court Case No. 2:13-CV-0001). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement And Protective Order* in the same manner as Plaintiff, Defendant and their attorneys.

11 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_ Litigation Participant - Signature

**17** | \_\_\_\_\_  
Name (Printed)

---

**Street Address**

**20** \_\_\_\_\_ City State Zip

**22** | Occupation or Business